

42-166

NO TRANSFER
TAX
PAID

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JOSEPH J.M. PLANTE and TERESA A. PLANTE, Trustees of the Plante Realty Trust, of Waterville, County of Kennebec and State of Maine, in consideration of one dollar and other valuable consideration paid by JOSEPH J.M. PLANTE and TERESA A. PLANTE, Trustees of The Teresa A. Plante Living Revocable Trust, of Waterville, County of Kennebec and State of Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain sell and convey unto the said Joseph J.M. Plante and Teresa A. Plante, Trustees of The Teresa A. Plante Living Revocable Trust, its heirs and assigns forever, a certain lot or parcel of land located in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at a steel pin in the northerly line of Barnet Avenue at the southwest corner of Lot #28 as shown on plan of "Barnet Avenue Addition, Phase II for Lester T. Jolovitz", hereinafter referred to, which pin is 240 feet easterly of the southeast corner of land of Karl G. Johnson and Elizabeth W. Johnson; thence N 11°-56' E a distance of 131.5 feet along the easterly line of Lot #30 to a steel pin; thence S 78°-04' E a distance of 120 feet to a steel pin; thence S 11°-56' W a distance of 131.5 feet to a steel pin in the northerly line of Barnet Avenue; thence N 78°-04' W a distance of 120 feet along the northerly line of Barnet Avenue to the point of beginning.

This conveyance is made subject to a seven and one-half foot (7½') easement to the Waterville Sewerage District which is located along the easterly bound of the above described premises. Reference is made to Easements granted by the herein grantor to Waterville Sewerage District dated May 21, 1990 and recorded in Kennebec County Registry of Deeds, Book 3734, Page 245.

This conveyance is subject, however, to the following restrictions which will be binding upon the said grantees and all persons claiming or holding under said grantees:

1. That said land shall be used only for residential purposes and not more than one residence and outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

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2. That no house for more than one family and costing less than one hundred thousand dollars (\$100,000) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty feet (30') of said Barnet Avenue and within ten feet (10') from any boundary line.
3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.
7. The grantor herein does not hold himself responsible for enforcement of the aforementioned restrictions.

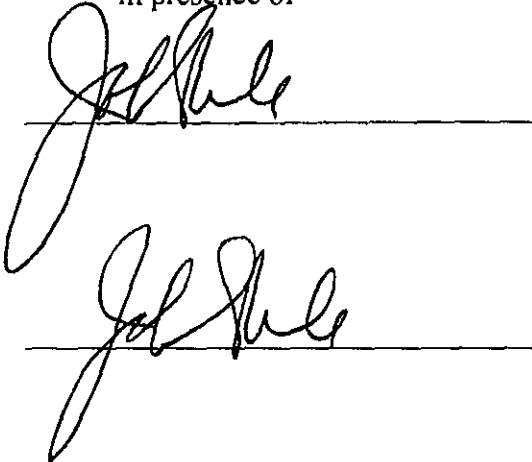
MEANING AND INTENDING to convey the same premises as conveyed to Plante Realty Trust by Warranty Deed of Bruce A. Goodman and Carol A. Goodman dated February 15, 1994 and recorded in the Kennebec County Registry of Deeds. Book 4633. Page 1.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said Joseph J.M. Plante and Teresa A. Plante. Trustees of The Teresa A. Plante Living Revocable Trust, its heirs and assigns, to them and their use and behoof forever.

AND we do covenant with the said Grantee, its heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey to the said Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Joseph J.M. Plante and Teresa A. Plante, Trustees of The Teresa A. Plante Living Revocable Trust, its heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said **Joseph J.M. Plante and Teresa A. Plante,**
Trustees of the Plante Realty Trust, have hereunto set our hands and seals this 15th day of
April, 2008.

Signed, Sealed and Delivered
in presence of



Joseph J.M. Plante
JOSEPH J.M. PLANTE, Trustee of
The Plante Realty Trust


Teresa A. Plante
TERESA A. PLANTE, Trustee of
The Plante Realty Trust

STATE OF MAINE
Kennebec, ss.

April 15, 2008

Personally appeared the above named **Joseph J.M. Plante and Teresa A. Plante** and
acknowledged the foregoing instrument to be their free act and deed.

Before me,



Notary Public/Attorney at Law
JOHN E. NALE
Notary Public, Maine
Commission Expires March 10, 2011

Printed Name

Received Kennebec SS.
04/24/2008 9:31AM
Pages 3 Attest:
BEVERLY BUSTIN-HATHAWAY
REGISTER OF DEEDS